



**HANGLEY ARONCHICK SEGAL & PUDLIN**

**William T. Hangley (admitted *pro hac vice*)**

**Joseph A. Dworetzky (admitted *pro hac vice*)**

**Michael Lieberman (ML 9456)**

**Alva C. Mather (AM 6495)**

**20 Brace Road, Suite 201**

**Cherry Hill, NJ 08034**

**(856) 616-2100**

**Attorneys for Warren Distributing Co., d/b/a Hub City Distributing Co. and Warren Distributing Co. South, Peerless Beverage Co., Inc. and Shore Point Distributing Company**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE**

<b>Warren Distributing Co., d/b/a Hub City</b>	<b>:</b>	<b>CASE NO. 07-1053-RBK-JS</b>
<b>Distributing Co. and Warren Distributing</b>	<b>:</b>	
<b>Co. South, Peerless Beverage Co, Inc., and</b>	<b>:</b>	
<b>Shore Point Distributing Company</b>	<b>:</b>	
	<b>:</b>	<b>MOTION TO COMPEL</b>
<b><i>Plaintiffs,</i></b>	<b>:</b>	<b>PRODUCTION OF JOINT DEFENSE</b>
<b>vs.</b>	<b>:</b>	<b>PRIVILEGE AND</b>
	<b>:</b>	<b>CONFIDENTIALITY AGREEMENT</b>
<b>InBev USA L.L.C, and</b>	<b>:</b>	
<b>Anheuser-Busch, Incorporated</b>	<b>:</b>	<b>MOTION DATE:</b>
	<b>:</b>	
<b><i>Defendants.</i></b>	<b>:</b>	<b>ORAL ARGUMENT REQUESTED</b>
	<b>:</b>	
	<b>:</b>	

Plaintiffs Warren Distributing Co., d/b/a Hub City Distributing Co. and Warren Distributing Co. South, Peerless Beverage Co., Inc. and Shore Point Distributing Co. move, pursuant to Rule 37(a) of the Federal Rules of Civil Procedure and L. Civ. R. 37.1(b), for an order compelling the production of the Joint Defense Privilege and Confidentiality Agreement dated May 8, 2006 and made between and among Defendant Anheuser-Busch, Incorporated ("AB"), InBev nv/sa ("InBev-Belgium"), and their counsel Howrey LLP and Sullivan & Cromwell LLP.

A memorandum of law in support of this motion is attached hereto and incorporated herein.

Dated: June 27, 2008

HANGLEY ARONCHICK SEGAL & PUDLIN, P.C.

By: s/ Alva C. Mather (AM 6495)  
William T. Hangley (admitted *pro hac vice*)  
Joseph A. Dworetzky (admitted *pro hac vice*)  
Michael Lieberman  
Alva C. Mather  
20 Brace Road, Suite 201  
Cherry Hill, NJ 08034-2634  
856-616-2100

*Attorneys for Plaintiffs*

**HANGLEY ARONCHICK SEGAL & PUDLIN**

**William T. Hangley (admitted *pro hac vice*)**

**Joseph A. Dworetzky (admitted *pro hac vice*)**

**Michael Lieberman (ML 9456)**

**Alva C. Mather (AM 6495)**

**20 Brace Road, Suite 201**

**Cherry Hill, NJ 08034**

**(856) 616-2100**

**Attorneys for Warren Distributing Co., d/b/a Hub City Distributing Co. and Warren Distributing Co. South, Peerless Beverage Co., Inc. and Shore Point Distributing Company**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE**

<b>Warren Distributing Co., d/b/a Hub City</b>	<b>:</b>	<b>CASE NO. 07-1053-RBK-JS</b>
<b>Distributing Co. and Warren Distributing</b>	<b>:</b>	
<b>Co. South, Peerless Beverage Co, Inc., and</b>	<b>:</b>	
<b>Shore Point Distributing Company</b>	<b>:</b>	
	<b>:</b>	<b>MEMORANDUM OF LAW IN</b>
<b><i>Plaintiffs,</i></b>	<b>:</b>	<b>SUPPORT OF MOTION TO COMPEL</b>
<b>vs.</b>	<b>:</b>	<b>PRODUCTION OF JOINT DEFENSE</b>
	<b>:</b>	<b>PRIVILEGE AND</b>
<b>InBev USA L.L.C., and</b>	<b>:</b>	<b>CONFIDENTIALITY AGREEMENT</b>
<b>Anheuser-Busch, Incorporated</b>	<b>:</b>	
	<b>:</b>	<b>MOTION DATE:</b>
<b><i>Defendants.</i></b>	<b>:</b>	
	<b>:</b>	<b>ORAL ARGUMENT REQUESTED</b>
	<b>:</b>	

Plaintiffs Warren Distributing Co., d/b/a Hub City Distributing Co. and Warren Distributing Co. South, Peerless Beverage Co., Inc. and Shore Point Distributing Co. (collectively, "Plaintiffs"), through counsel, submit this Memorandum of Law in support of their Motion to Compel Defendant Anheuser-Busch ("AB") to produce the Joint Defense Privilege and Confidentiality Agreement (the "Joint Defense Agreement") dated May 8, 2006 entered into between AB and InBev nv/sa ("InBev-Belgium"). The Joint Defense Agreement was entered into almost a year before the commencement of this litigation and nearly eight months prior to

AB and InBev-Belgium entering into the Import Agreement which incorporates the Joint Defense Agreement as one of its terms. However, to date, AB has used the Joint Defense Agreement as the basis for shielding over half of the items it has identified as privileged. At the parties' April 1, 2008 conference, defendants represented to the Court that the Joint Defense Agreement contains no substantive terms and merely memorializes AB's and InBev-Belgium's mutual desire to protect from waiver those privileged communications shared between them as a part of their negotiation and implementation of the Import Agreement. Therefore, whether or not the underlying communications exchanged between the parties are privileged, the Joint Defense Agreement itself is not and should be produced.

#### **STATEMENT OF RELEVANT FACTS**

Plaintiffs distribute beer in New Jersey pursuant to long term distribution agreements. Plaintiffs had such distribution agreements with defendant InBev (USA), LLC ("InBev USA") the exclusive United States importer of brands brewed by InBev-Belgium. In November of 2006, InBev-Belgium entered into an exclusive arrangement with defendant AB that purported to give AB the right to import various InBev brands (the "Brands") to the U.S. In February 2007, AB purported to unilaterally terminate plaintiffs' distribution agreements with InBev USA.

Plaintiffs allege that defendants unilaterally terminated their distribution agreements in violation of the Practices Act and by that violation of law appropriated Wholesalers' valuable distribution rights. Under the New Jersey Malt Alcohol Beverage Practices Act (the "Practices Act") wholesalers such as the plaintiffs are protected from termination without good cause. In defending their conduct, neither InBev USA nor AB have asserted that plaintiffs were terminated for cause. To the contrary, both defendants rely on a narrow exception to the statutory

prohibition against terminating distribution agreements without good cause. That exception, contained at N.J.S.A. 33:1-93:15, provides:

It shall not be a violation of this act for a successor brewer to:

(1) terminate . . . the contract agreement or relationship with a wholesaler of the brewer it succeeded, for the purpose of transferring the distribution rights in the wholesaler's territory for the . . . brands to which the successor brewer it succeeded . . . provided that the successor brewer . . . first pays the fair market value of the first Wholesaler's business with respect to the terminated brand or brands.

In order to invoke the exception, defendants seek to demonstrate that AB is a "successor brewer" which is defined as "any person, not under common control with the predecessor brewer, who by any means . . . acquires the business or malt alcoholic beverage brands of another brewer, or otherwise succeeds to a brewer's interest with respect to any malt alcoholic beverage brands." N.J.S.A. 33:1-93.14. Whether AB is, in fact, a successor brewer turns in part on the nature of its relationship with InBev-Belgium and InBevUSA. Therefore, the Import Agreement entered into between AB and InBev Belgium, which codifies their relationship, is clearly an important component of the dispute between the parties.

The import agreement references the joint defense agreement and says, "This import agreement, together with the joint defense agreement, constitutes the entire agreement between the parties."

*See* Transcript of April 1, 2008 Status conference ("April 1 Tr."), a true and correct copy of which is attached hereto as Exhibit A, at 18. The Joint Defense Agreement is thus explicitly a part of the agreement at issue in this litigation.

Despite this obvious relevance, counsel for AB has refused to produce a copy of the Joint Defense Agreement, claiming that it is a privileged document. *See, e.g.,* April 1 Tr. at 11-12 (counsel for Defendants claiming that "the terms of the joint defense agreement are privileged").

During argument before the Court on April 1, 2008, counsel for AB represented that it was not withholding any documents on the basis of the Joint Defense Agreement. April 1 Tr. at 17-18. However, on May 28, 2008 defendants produced a privilege log which showed that in its first responsive production to Plaintiffs' Requests for Documents, AB withheld numerous documents on the basis of this very agreement. (*See* Defendants' Privilege Log, a true and correct copy of which is attached hereto as Exhibit B listing "Joint Defense" as the basis for withholding or redacting 40 of the 76 documents identified as privileged). Plaintiffs do not believe that many of the assertedly privileged documents are in fact privileged. However, in order to assess the merits of the privilege claim, Plaintiffs seek the production of the Joint Defense Agreement so as to understand fully the entire agreement between AB and InBev-Belgium and to assess the basis and nature of the agreement that AB is now using to shield information from disclosure to Plaintiffs. Plaintiffs do not, at this time, challenge the privileged nature of any of the underlying documents but reserve their right to do so.

## **ARGUMENT**

### **I. Defendants Have No Basis for Withholding the Joint Defense Agreement**

AB has refused to produce the Joint Defense Agreement, claiming that it is privileged. Specifically, Defendants claim that the document, which is approximately ten pages long, was entered into:

because there is a recognition that there are going to be regulatory issues that arise in connection with this import agreement, there may be litigation that arises in connection with this import agreement, and all that the joint defense agreement sets forth is that if there is a privileged communication between InBev and its lawyer that is then extended to Anheuser-Busch or its lawyers, it doesn't waive the privilege.

April 1 Tr. at 12.

Of course, “A party asserting a privilege bears the burden of proving the applicability of the privilege.” *In re Bevill, Bresler & Schulman Asset Mgmt. Corp.*, 805 F.2d 120, 126 (3d Cir. 1986). The joint defense agreement itself is not privileged.

**A. The Information the Joint Defense Agreement Contains is Not Privileged**

Federal law recognizes a joint defense privilege, also known as a common interest rule. *United States v. LeCroy*, 348 F. Supp. 2d 375, 381 (E.D. Pa. 2005); *see also In re Teleglobe Commc’ns Corp.*, 493 F.3d 345, 363-65 (3d Cir. 2007) (discussing generally the community-of-interest or common-interest privilege). The privilege “protects communications between an individual and an attorney for another when the communications are ‘part of an ongoing and joint effort to set up a common defense strategy.’” *In re Bevill, Bresler & Schulman Asset Mgmt. Corp.*, 805 F.2d 120, 126 (3d Cir. 1986) (citing *Eisenberg v. Gagnon*, 766 F.2d 770, 787 (3d Cir. 1985)). However, the joint defense/common interest privilege “is not itself an evidentiary privilege. Instead, when it applies, it protects from disclosure information that would not otherwise be discoverable.” *In re Total Containment, Inc.*, No. 04-13144BIF, 2007 WL 1775364, at \*6 (Bankr. E.D. Pa. June 18, 2007). *See also Nidec Corp. v. Victor Co. of Japan*, No. C-05-0686 SBA (EMC), 2007 WL 1994171, at \*2 (N.C. Cal. July 5, 2007) (“The joint defense and common interest doctrines are not privileges in and of themselves. Rather, they constitute exceptions to the rule on waiver where communications are disclosed to third parties. . . . The common interest privilege . . . comes into play only if the communication at issue is privileged in the first instance.”). In other words, the privilege provides an exception to the rule on waiver where otherwise privileged communications are shared with a third party. *See id.*

AB cannot rely on the joint defense/common interest doctrine to protect against disclosure of the Joint Defense Agreement because the information the Joint Defense Agreement itself contains is not protected by the attorney-client or any other privilege, and the doctrine is



therefore inapplicable. As discussed above, AB's counsel has represented to this Court that all that the Joint Defense Agreement sets forth "is that if there is a privileged communication between InBev and its lawyer that is then extended to Anheuser-Busch or its lawyers, it doesn't waive the privilege." April 1 Tr. at 12. This type of information is not covered by the attorney-client privilege. Under well-settled law, "the communication of factual information is not protected by the attorney-client privilege." *Stanziale v. Vanguard Info-Solutions Corp.*, No. 06-2208(MBL), 2008 WL 1808318, at \*1 (Bankr. D.N.J. Apr. 21, 2008). This includes, for example, information regarding the fact of an attorney-client relationship and the reason for its existence. *Id.* (citing *National Union Fire Ins. Co. of Pittsburgh v. Aetna Cas. & Surety Co.*, 384 F.2d 316, 317 n.4 (D.C. Cir. 1967)); *see also In re Grand Jury Subpoena Served Upon John Doe*, 781 F.2d 238, 247 (2d Cir. 1986) ("We consistently have held that, absent special circumstances, client identity and fee information are not privileged."); *In re Nat'l Medical Imaging, L.L.C.*, No. 05-12714DWS, 2005 WL 3299712, at \*6 (Bankr. E.D. Pa. Oct. 31, 2005) (a cover letter between attorney and client "that evidences nothing more than the existence of an attorney-client relationship... is therefore not a privileged communication"); Wright, Miller and Marcus, 8 FED. PRAC. & PROC. CIV.2D §2017 ("Information about the existence of an attorney-client relationship is ordinarily held not privileged.").

According to AB, the Joint Defense Agreement contains no substantive terms, *see* April 1. Tr. at 13, and merely memorializes AB's and InBev-Belgiums mutual desire to protect from waiver those privileged communications shared between them as a part of their negotiation and implementation of the Import Agreement. In other words, Joint Defense Agreement, as described by AB's counsel, contains only the type of factual information – the existence of and reason for the attorney-client relationship and the nature of the relationship among the parties –

that has been repeatedly determined not to be privileged. Therefore, as described by AB, the Joint Defense Agreement is not privileged and should be produced.

## **II. Conclusion**

For the foregoing reasons, the Joint Defense Agreement is not protected by any privilege, and AB's withholding of the document is improper. This Court should therefore grant Plaintiffs' Motion and compel its production.

Dated: June 27, 2008

HANGLEY ARONCHICK SEGAL & PUDLIN, P.C.

By: s/ Alva C. Mather (AM 6495)  
William T. Hangley (admitted *pro hac vice*)  
Joseph A. Dworetzky (admitted *pro hac vice*)  
Michael Lieberman  
Alva C. Mather  
20 Brace Road, Suite 201  
Cherry Hill, NJ 08034-2634  
856-616-2100

*Attorneys for Plaintiffs*

William T. Hangley (admitted *pro hac vice*)  
Joseph A. Dworetzky (admitted *pro hac vice*)  
Michael Lieberman  
Alva C. Mather  
HANGLEY ARONCHICK SEGAL & PUDLIN  
One Logan Square, 27<sup>th</sup> Floor  
Philadelphia, PA 19103  
Telephone: (215) 568-6200

*Attorneys for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE**

<b>Warren Distributing Co., d/b/a Hub City</b>	:	
<b>Distributing Co. and Warren Distributing</b>	:	
<b>Co. South, Peerless Beverage Co, Inc., and</b>	:	
<b>Shore Point Distributing Company</b>	:	
	:	<b>CASE NO. 07-1053-RBK-JS</b>
<b><i>Plaintiffs,</i></b>	:	
<b>vs.</b>	:	
	:	
<b>InBev USA L.L.C, and</b>	:	
<b>Anheuser-Busch, Incorporated</b>	:	
	:	
<b><i>Defendants.</i></b>	:	

**ATTORNEY AFFIDAVIT OF GOOD FAITH**  
**PURSUANT TO L. CIV. R. 37.1(b)(1)**

I, ALVA C. MATHER, of full age, hereby certify and attest as follows:

1. I am an attorney admitted to practice in the State of New Jersey and this Court, and am one of counsel for Plaintiffs Peerless Beverage Co, Inc., Shore Point Distributing Company, and Warren Distributing Co., d/b/a Hub City Distributing Co. and Warren Distributing Co. South ("Plaintiffs") in the above-captioned matter. Having conferred with counsel for Defendants Anheuser-Busch, Inc. and InBev USA L.L.C. ("Defendants") and having presented oral argument to the Court on April 1, 2008, I submit this affidavit in support of

Plaintiffs' Motion to Compel the Joint Defense Privilege and Confidentiality Agreement dated May 8, 2006 entered into between defendant Anheuser-Busch, Inc. and InBev nv/sa.

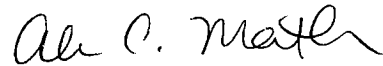
2. On March 20, 2008, Plaintiffs' counsel wrote to counsel for Anheuser-Busch, Inc. requesting production of the Joint Defense Privilege and Confidentiality Agreement.

3. On March 26, 2008, counsel for the parties participated in a teleconference in a good faith effort to resolve Plaintiffs' request for the Joint Defense Privilege and Confidentiality Agreement dated May 8, 2006 as well as other outstanding discovery disputes among the parties.

4. Counsel was unable to reach agreement as to the production of the Joint Defense Privilege and Confidentiality Agreement.

5. On April 1, 2008, the parties presented oral argument before the Honorable Magistrate Judge Joel Schneider regarding the production of the Joint Defense Privilege and Confidentiality Agreement.

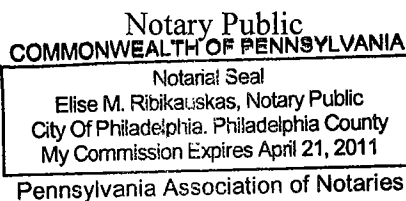
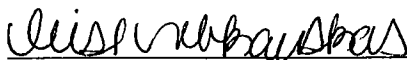
6. On April 1, 2008, Magistrate Judge Schneider denied Plaintiffs' request for the production of the Joint Defense Privilege and Confidentiality Agreement without prejudice and granted Plaintiffs leave to brief and file a Motion to Compel the Joint Defense Privilege and Confidentiality Agreement.



Alva C. Mather

Sworn to before me this

27th day of June, 2008



**CERTIFICATE OF SERVICE**

I, Alva C. Mather, hereby certify that, on this 27th day of June, 2008, I caused true and correct copies of Plaintiffs' Motion to Compel Production of Joint Defense Privilege and Confidentiality Agreement to be served by electronic filing and e-mail upon:

Natalie Garcia, Esquire  
John Bonventre, Esquire  
Landman Corsi Ballaine & Ford P.C.  
One Gateway Center, 4th Floor  
Newark, NJ 07102

*Attorneys for InBev USA LLC*

Michael Vassalotti, Esquire  
Brown & Connery, LLP  
360 Haddon Avenue  
Post Office Box 539  
Westmont, NJ 08108

Peter Moll, Esquire  
Brian Wallach, Esquire  
Vanessa Forsythe, Esquire  
Jason Lichtman, Esquire  
Howrey LLP  
1299 Pennsylvania Avenue, NW  
Washington, DC 20004

*Attorneys for Anheuser-Busch, Inc.*

s/ Alva C. Mather  
Alva C. Mather



UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

WARREN DISTRIBUTING CO., . Case No. 07-1053(RBK)  
et al., .  
Plaintiffs, .  
v. . 1 John F. Gerry Plaza  
4th & Cooper Streets  
Camden, NJ 08101  
INBEV USA LLC, et al., .  
Defendants. .  
April 1, 2008  
11:38 a.m.

TRANSCRIPT OF STATUS CONFERENCE  
BEFORE HONORABLE JOEL SCHNEIDER  
UNITED STATES DISTRICT COURT MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: Hangley, Aronchick, Segal &  
Pudlin  
By: WILLIAM T. HANGLEY, ESQ.  
ALVA MATHER, ESQ.  
One Logan Square  
27th Floor  
Philadelphia, PA 19103

For Defendant Landman Corsi Ballaine & Ford  
InBev USA LLC: By: JOHN A. BONVENTRE, ESQ.  
NATALIE GARCIA, ESQ.  
One Gateway Center  
Suite 400  
Newark, NJ 07102

Audio Operator: Beth Bagnell

Proceedings recorded by electronic sound recording, transcript  
produced by transcription service.

---

J&J COURT TRANSCRIBERS, INC.  
268 Evergreen Avenue  
Hamilton, New Jersey 08619  
E-mail: [jjcourt@optonline.net](mailto:jjcourt@optonline.net)

(609) 586-2311

Fax No. (609) 587-3599

APPEARANCES (Cont'd.):

For Defendant  
Anheuser-Busch  
Incorporated:

Brown & Connery, LLP  
By: MICHAEL J. VASSALOTTI, ESQ.  
360 Haddon Avenue  
P.O. Box 539  
Westmont, NJ 08108

For Defendant  
Anheuser-Busch,  
Incorporated:

Howrey LLP  
By: PETER E. MOLL, ESQ.  
BRIAN WALLACH, ESQ.  
1299 Pennsylvania Avenue NW  
Washington, DC 20004



1 THE COURT: Counsel, please be seated. Make yourself  
2 comfortable. We're on the record this morning. This is Warren  
3 Distributing v. InBev USA, et al., Docket 07-1053. Could we  
4 get the entries of appearance, starting with the plaintiff?

5 MR. HANGLEY: William Hangle, Hangle, Aronchick,  
6 for plaintiff. With me, Alva Mather.

7 THE COURT: Good morning.

8 MR. HANGLEY: Good morning, Your Honor.

9 THE COURT: Who's here for InBev?

10 MR. BONVENTRE: Oh, I'm sorry, Your Honor. John  
11 Bonventre and Natalie Garcia from Landman Corsi Ballaine &  
12 Ford, Your Honor. Good morning.

13 THE COURT: Okay. Good morning.

14 MR. VASSALOTTI: Good morning, Judge. Mike  
15 Vassalotti, Brown & Connery, for Anheuser-Busch, and with me  
16 today are Peter Moll and Brian Wallach of the Howrey firm.

17 THE COURT: Good morning.

18 MR. MOLL: Good morning, Your Honor.

19 MR. WALLACH: Good morning, Your Honor.

20 THE COURT: Okay. I figured we'd do this on the  
21 record because we have the discovery issues to address. What  
22 I'd like to do is address those issues, see if there's any  
23 other issues we need to address. I did read the parties'  
24 submissions. Like I do with all cases, I'd like to start with  
25 the plaintiff, see what their issues are, see if we can get

1 them resolved and, when we exhaust that, then go to the  
2 defendant and see if we can address all of the defendant's  
3 concerns. Mr. Hangley, before we get to the specific issues  
4 raised in your March 31st, 2008, letter, are there any other  
5 general issues that you want to raise with the Court or update  
6 the Court on regarding the status of this case?

7 MR. HANGLEY: I think not, Your Honor.

8 MS. MATHER: No.

9 THE COURT: I know that from the last conference and  
10 the sense I get from this case is that the defendants would  
11 like to get let's call it a settlement proposal from the  
12 plaintiffs and get a sense of what the plaintiffs believe the  
13 fair market value is that they weren't paid so that the  
14 defendants can evaluate whether or not to settle this case  
15 before we go down the road of all the litigation that I'm sure  
16 you're familiar with. What do you need to be in a position to  
17 make a settlement demand in the case?

18 MR. HANGLEY: Really, Your Honor, we need to -- a  
19 little bit more of initial discovery. I think we do not have a  
20 good picture. And when I speak of initial discovery, I'm  
21 talking about the voluntary production, self-starting,  
22 calculated to enable both sides, all sides, to reach reasoned  
23 judgments on the value of the case. I don't think we have that  
24 so far in the following respects. With respect to InBev, we  
25 have nothing. We had an agreement among all of us -- we have

1 all been wonderfully cordial and professional people in all our  
2 communications. We had an agreement among all of us that we  
3 were going to be as forthcoming as possible on our initial  
4 disclosures so that we could kick-start a negotiation process  
5 that would possibly enable us to get this whole thing out of  
6 the way.

7           Part and parcel of the kinds of things we need,  
8 remembering that what happened here was that InBev was the  
9 national importer, or its parent company, International InBev  
10 -- InBev SA, and then one day they weren't. Anheuser-Busch  
11 became that and calls itself, which we think it is not, a  
12 successor brewer under the statute. Important to us is knowing  
13 what the relationships were before, how they changed when  
14 Anheuser-Busch took over, what filings there were with state  
15 agencies and other regulatory entities, et cetera, and I would  
16 have thought that the most basic of these agreements, the  
17 organic documents governing the relationship between InBev and  
18 InBev, the one that AB supplanted, I would have thought that  
19 those were going to be voluntarily produced. We were expecting  
20 them. We were very surprised when we got nothing at all from  
21 InBev. I think we need that if we're going to have an  
22 intelligent conversation with all of the defendants with  
23 respect to the possible settlement of this matter.

24           There is also I think -- I am certain incomplete  
25 production with respect to some of Anheuser-Busch's

1 documentation. They have given us the import agreement. They  
2 have told us, and I have to take them at their word, that there  
3 are not related agreements, other than the master agreement  
4 itself. I've been around law firms long enough to know that I  
5 have never seen such a thin-bound volume, Your Honor. I think  
6 there are other agreements, but they tell me there are not.  
7 I'm sure all of us will realize during discovery that there  
8 are, in fact, other agreements and that they will produce them.  
9 I wish we had them now. One particularly that I want now is  
10 one that is incorporated into the import agreement, and that's  
11 the joint defense agreement.

12 THE COURT: We'll discuss that. Let me ask you this  
13 question. Assuming, for the sake of argument, we get to the  
14 bottom of the document production issue, do you envision,  
15 without prejudice to your final position, that you will need  
16 depositions in order to make a settlement agreement?

17 MR. HANGLEY: I don't think so.

18 THE COURT: Do -- will you --

19 MR. HANGLEY: You'll note, I always look at my  
20 associate to make sure I'm not saying something profoundly  
21 stupid. That's when she'll stop me.

22 THE COURT: Do you envision that when and if there  
23 comes a time you produce a settlement demand that it will be  
24 accompanied by an expert report from someone you've engaged?

25 MR. HANGLEY: Yes. You just touched the rub. We are

1 going to be using the services of experts in this case. We are  
2 trying to keep the experts as separate as possible from the lay  
3 witnesses, except to the extent that they appropriately and  
4 with disclosure will be communicating with one another. What  
5 we have been able to give so far is our own client's  
6 perceptions of what their damages are. What we have been able  
7 to provide so far in accordance with the local rule is  
8 something that is essentially a -- I think a fair market value  
9 computation, because I've done it by using certain S&P ratios,  
10 applying them to the gross profits attributable to these brands  
11 before they were taken away.

12 THE COURT: Did you actually produce a number?

13 MR. HANGLEY: We produced -- we have produced numbers  
14 in our damages disclosures, and those numbers, Your Honor, in  
15 the statement of damages are a low of 62 million to a high of  
16 79 million, before deducting the 25 million that's already been  
17 paid.

18 THE COURT: Okay. Well, I got the wrong impression  
19 then. I got the impression, and we'll address it from the  
20 March 31st letter of Mr. Vassalotti, that --

21 MR. VASSALOTTI: Judge, the damages --

22 THE COURT: -- you had not even provided that much.

23 MR. VASSALOTTI: No, the damages statement is  
24 attached as Exhibit D to our letter.

25 THE COURT: Okay.

1 MR. HANGLEY: Oh, no. We have produced that much,  
2 Your Honor.

3 UNIDENTIFIED ATTORNEY: Could we just ask --

4 MR. HANGLEY: How good it is, I --

5 UNIDENTIFIED ATTORNEY: As a point of -- just as a  
6 point of clarification, is the damage number -- it was our  
7 impression that the damage number is more than the fair market  
8 value number of the brands.

9 THE COURT: That's a good point. I was going to  
10 address that. Is that, in fact, the case?

11 MR. HANGLEY: Not really. Not really, Your Honor.  
12 Really, at this juncture, what -- because of the mechanism that  
13 we used, and I think we'll be giving you details of that  
14 mechanism, if we already haven't --

15 MS. MATHER: Yes.

16 MR. HANGLEY: -- in response to some outstanding  
17 discovery that's due -- what we -- what this essentially  
18 represents is a formulaic computation using S&P price/earnings  
19 ratios and applying them to this of the fair market value.  
20 Now, to caveats. One is, when the experts get their hands on  
21 this -- the raw information, they make come up with completely  
22 different fair market value numbers.

23 THE COURT: Absolutely.

24 MR. HANGLEY: That's going to happen.

25 THE COURT: Absolutely.

1 MR. HANGLEY: Likewise, there are elements of damages  
2 for which we reserve the right to claim in the case. We  
3 haven't enumerated anything along those lines in the statement  
4 of damages, but that doesn't mean that they're not going to be  
5 there. There's time to develop.

6 THE COURT: All right. I think that's very good  
7 background. Why don't we do this then? Why don't we just get  
8 into the specific issues that you have with the defendants'  
9 responses, and let's address them. I assume a good place to  
10 start is your March 31st letter, and if there are any issues  
11 not identified in that letter, we'll do that after we get  
12 through the letter. So, let's just -- let's deal with the  
13 first issue, which I think has to do with this confidentiality  
14 agreement. Why don't you just give me some background? I'm a  
15 little confused as to what specifically you're asking for.

16 MR. HANGLEY: There's a confidentiality agreement out  
17 there.

18 THE COURT: Between who and who?

19 MR. HANGLEY: Between InBev and -- InBev USA and AB.  
20 It's

21 MS. MATHER: It's --

22 MR. HANGLEY: Oh, I'm sorry, and -- and Sullivan &  
23 Cromwell and Howrey.

24 THE COURT: Okay. Hold on. A confidentiality  
25 agreement between InBev, the named party in this case, and

1 Sullivan & Cromwell. Is it an agreement that was --

2 MR. HANGLEY: No, there's more.

3 THE COURT: Okay.

4 MR. HANGLEY: Okay --

5 UNIDENTIFIED ATTORNEY: But, Your Honor, I believe  
6 it's --

7 THE COURT: Well, let's hear from the plaintiff.

8 UNIDENTIFIED ATTORNEY: I think it's a joint defense  
9 agreement he's referring to.

10 THE COURT: Okay.

11 MR. HANGLEY: It is. It's a joint defense privilege  
12 and confidentiality agreement.

13 THE COURT: In connection with this litigation?

14 MR. HANGLEY: We're all -- pardon me?

15 THE COURT: That was entered into in connection with  
16 this litigation?

17 MR. HANGLEY: It was entered into in connection with  
18 the negotiation of the import agreement.

19 THE COURT: Before this litigation was started?

20 MR. HANGLEY: Must be because the import agreement --  
21 the import agreement incorporates this agreement by reference  
22 and makes this agreement I'm talking about a term of the import  
23 agreement.

24 THE COURT: Okay. Let's -- I still don't understand.  
25 Can you help me -- what this agreement is that you're talking



1 about?

2 UNIDENTIFIED ATTORNEY: Your Honor, it was entered  
3 into in connection with the import agreement before this  
4 litigation was instituted.

5 THE COURT: Who are the parties to it?

6 UNIDENTIFIED ATTORNEY: The parties to it are InBev  
7 SA, not InBev USA, which is the other party to this lawsuit,  
8 InBev SA and Anheuser-Busch.

9 THE COURT: Where's SA based?

10 UNIDENTIFIED ATTORNEY: In Europe, in Belgium.

11 THE COURT: And they're not a party to this case?

12 UNIDENTIFIED ATTORNEY: No, they are not. They're --

13 THE COURT: InBev and Anheuser-Busch --

14 UNIDENTIFIED ATTORNEY: Who are the parties to the  
15 import agreement, and so at the time they entered into the  
16 import agreement, they also entered into what's called a joint  
17 defense agreement, and the parties to it are InBev SA,  
18 Anheuser-Busch, Sullivan & Cromwell, who was InBev SA's lawyers  
19 in connection with the import agreement, and our firm, Howrey,  
20 which represents Anheuser-Busch.

21 THE COURT: Okay. Help me, because usually when I  
22 see the term or hear the term "joint defense agreement," it's  
23 in connection with litigation, but you're saying that's how  
24 this agreement was titled even before litigation was filed.

25 UNIDENTIFIED ATTORNEY: That's right, in connection

1 with the entry of the import agreement because there was a --  
2 and I don't -- the terms of the joint defense agreement are  
3 privileged, and so I can't -- I don't -- I want to be careful  
4 about how much I --

5 THE COURT: Well, help me here. I'm not so concerned  
6 about what you call it. I'm more concerned about what it  
7 covers. Is it a two-paragraph agreement that says whatever we  
8 exchange during our negotiations we're going to keep  
9 confidential, or is it -- have more substance than that?

10 UNIDENTIFIED ATTORNEY: It's more substantive than  
11 that. It's -- and I -- it's about ten pages, and the essence  
12 of the agreement is, is it basically sets down in a contract a  
13 joint defense arrangement whereby --

14 THE COURT: How can you have a joint defense when  
15 there's no litigation?

16 UNIDENTIFIED ATTORNEY: Because there is a  
17 recognition that there are going to be regulatory issues that  
18 arise in connection with this import agreement, there may be  
19 litigation that arises in connection with this import  
20 agreement, and all that the joint defense agreement sets forth  
21 is that if there is a privileged communication between InBev  
22 and its lawyer that is then extended to Anheuser-Busch or its  
23 lawyers, it doesn't waive the privilege. That is in essence  
24 what the joint -- what a joint defense agreement is. It's not  
25 that everything that is discussed between Anheuser-Busch and

1 InBev is privileged. It is that it gives the parties the  
2 freedom to be able to have their lawyers talk to each other  
3 about legal issues in connection with the import agreement.

4 THE COURT: But is it fair to state that the purpose  
5 of this agreement was an attempt to cloak the communications  
6 amongst the companies with some type of privilege, but the  
7 agreement itself doesn't contain substantive information about  
8 the terms of the sale or purchase?

9 UNIDENTIFIED ATTORNEY: The joint defense agreement,  
10 and I'm speaking from recollection, does not have any  
11 information about the terms of the -- there is no sale. It was  
12 not an acquisition. But it does not have specific business  
13 information about the terms of the import agreement.

14 THE COURT: Got it. Okay.

15 UNIDENTIFIED ATTORNEY: It merely speaks to potential  
16 privilege issues that may arise in connection with the import  
17 agreement. That's all it is. It does not have anything to do  
18 with anything substantive in the import agreement. The import  
19 agreement they have. It's been produced. And all the  
20 substance of the import agreement is there, and all this is, is  
21 a separate agreement between the parties and their law firms  
22 that would enable privileged communications to be shared  
23 between the companies without waiving the privilege.

24 THE COURT: Okay. Now, Mr. Hangle, why -- you have  
25 the import agreement. Why is what they're calling a joint

1 defense agreement, what you're calling a confidentiality  
2 agreement, why is it relevant to the issues in the case?

3 MR. HANGLEY: It is a joint defense and  
4 confidentiality agreement, by the way. That's its name, so  
5 we're both right on it. Your Honor, there -- as you point out,  
6 there was no litigation at the time that they entered into this  
7 agreement.

8 THE COURT: But why is the agreement relevant?

9 MR. HANGLEY: I think --

10 THE COURT: Why is it relevant to -- it doesn't  
11 contain any business terms. It doesn't --

12 MR. HANGLEY: I don't know that. I don't know that,  
13 Judge. And I do know that for reasons that have not been  
14 disclosed to me or to you, for some reason these companies saw  
15 fit not just to have that agreement, but to incorporate it into  
16 another agreement that they cannot cloak.

17 THE COURT: Well, tell me about this incorporation,  
18 because I don't have that agreement in front of me.

19 MR. HANGLEY: The import agreement, and Ms. Mather  
20 will find the language for me, the import agreement expressly  
21 incorporates by reference, takes into, adopts, doesn't just  
22 refer to it, the joint defense and confidentiality agreement.  
23 It's part of a document that I'm entitled to see, but they say,  
24 wait, you can't see that document because it's privileged.  
25 Now, I agree that that document may relate to privileged

1 information and that I may or may not be able to pierce that  
2 privilege with respect to the underlying communications, but  
3 the agreement itself, who knows what's in that agreement, and  
4 it's part of an agreement that my clients are entitled to see,  
5 and, therefore, QED, my clients are entitled to see the  
6 agreement.

7 THE COURT: At the moment, we have a representation  
8 that there is no substantive terms in the joint defense  
9 confidentiality agreement. We have that representation. So,  
10 let's assume for the sake of argument -- you're arguing you're  
11 entitled to see it and it's relevant because, one, it's  
12 incorporated into an agreement that you're otherwise entitled  
13 to see --

14 MR. HANGLEY: It's part of the agreement, yes.

15 THE COURT: -- and, two, why else?

16 MR. HANGLEY: Because I'm entitled to validate how it  
17 affects the terms of that agreement. I don't think that's  
18 saying the same thing twice. I think that's saying a separate  
19 thing. On the other hand, Your Honor, I think what I heard the  
20 gentleman say is that the agreement doesn't deal with substance  
21 -- I want to check that -- and that the agreement basically  
22 provides for the relationships of the parties in the event that  
23 the nosey Parkers come around and start making trouble, I among  
24 them. Okay. If that's the case, then perforce there is  
25 nothing in those agreements that is itself privileged.

1 THE COURT: Let me ask this question. Are -- is your  
2 client, or any of the parties in this case, withholding any  
3 documents at the present time in the case on the grounds of  
4 privilege on the basis of this agreement?

5 UNIDENTIFIED ATTORNEY: On the basis of the joint  
6 defense agreement?

7 THE COURT: Yes.

8 UNIDENTIFIED ATTORNEY: Not at this time because we  
9 haven't gotten that far in discovery, but I want to be candid  
10 with the Court. I'd be surprised if there aren't documents  
11 that are requested that might otherwise be responsive that  
12 wouldn't be --

13 THE COURT: At sometime in the case.

14 UNIDENTIFIED ATTORNEY: That's exactly right. We  
15 were --

16 THE COURT: For example, if they ask, for example,  
17 the negotiation -- the e-mails that your parties exchanged  
18 regarding the negotiation of the sale terms, I suspect you may  
19 argue that that's privileged?

20 UNIDENTIFIED ATTORNEY: No. I don't -- I don't think  
21 so. Again, I -- you know, it's difficult for me to sit here in  
22 a vacuum and speak to those issues, but I don't believe that  
23 the negotiations back and forth would be privileged as a  
24 general rule. There may be some documents that were sent back  
25 and forth at the time of the negotiation where lawyers were

1 involved dealing with regulatory issues where it may be subject  
2 to the joint defense agreement, but as a general rule, the  
3 negotiations back and forth, and when I say "back and forth,"  
4 between InBev SA on the one hand and AB on the other hand,  
5 wouldn't necessarily be covered by the joint defense agreement.

6 THE COURT: Unless a lawyer from Howrey, for example,  
7 was negotiating directly with the company. Would you claim  
8 that was privileged?

9 UNIDENTIFIED ATTORNEY: Well, I -- again, I don't  
10 know that we would claim that privilege. I don't have all the  
11 e-mails in front of me, and it's difficult to do this in a  
12 vacuum, but generally those probably would not be privileged,  
13 but it may be that if they were discussing some type of  
14 regulatory issue where they were -- where they were disclosing  
15 legal advice that was -- again, the key is it's a -- a common  
16 interest here that has to be, so if there was a common interest  
17 at issue, then it could be covered by the joint defense  
18 agreement, but most of the -- most of the documents related to  
19 the negotiations would not be covered by the joint defense  
20 agreement. I just -- I don't want to represent that there  
21 might not be something out there.

22 THE COURT: But at the present time you're not  
23 claiming that this document, this joint defense confidentiality  
24 agreement, cloaks an otherwise relevant and responsive document  
25 with privilege --

1 UNIDENTIFIED ATTORNEY: No.

2 THE COURT: -- at the present time?

3 UNIDENTIFIED ATTORNEY: No, at the present time we're  
4 not, and I want -- I also want to be clear on something because  
5 -- because Mr. Hangley keeps saying the import agreement  
6 incorporates it directly by reference. I mean, I have the  
7 language here in Mr. Hangley's letter to the Court. The import  
8 agreement references the joint defense agreement and says,  
9 "This import agreement, together with the joint defense  
10 agreement, constitutes the entire agreement between the  
11 parties. That's what it says. It doesn't incorporate it into  
12 the body of the import agreement. It's the reason why it's a  
13 separate agreement.

14 MR. HANGLEY: But I didn't ask for a document. I  
15 asked for the entire agreement between the parties, and they  
16 just told you that this is part of the entire agreement between  
17 the parties. It is incorporated. Of course it is, and --

18 THE COURT: Okay. I think I have enough information  
19 to rule on this issue at the present time. My ruling on this  
20 issue at the present time is that plaintiff's request for the  
21 document is denied without prejudice.

22 One, at this time, we're focusing on a document  
23 exchange that would permit the plaintiffs to prepare their  
24 estimate or the fair market value of the business so that they  
25 can prepare a settlement demand. We have a representation from



1 the defendant that this agreement does not contain substantive  
2 terms. So it appears to the Court that for present purposes  
3 this document is irrelevant and unnecessary for plaintiff to  
4 prepare a settlement demand.

5 Second, it seems to the Court that this is a  
6 significant legal privilege issue, whether or not a "joint  
7 defense agreement" is, in fact, privileged, and the request for  
8 the document is denied without prejudice, but the Court grants  
9 plaintiff leave pursuant to the local rules to file a motion to  
10 compel the production of the document if it so chooses. It  
11 seems to the Court that this does involve a significant  
12 privilege waiver issue that the Court would like to hear and  
13 receive briefing and argument on before it rules on the issue.

14 Given that the letter from plaintiff was not received  
15 until yesterday, the Court has -- the defendant obviously has  
16 not had a sufficient time to prepare a letter brief on the  
17 issue. So, Mr. Hangle, at whatever time the plaintiff deems  
18 appropriate, pursuant to the local rules, the Court is granting  
19 the plaintiff leave to file a motion to compel. We'll get your  
20 brief. We'll get the defendant brief -- defendant's brief. If  
21 the Court needs oral argument, it will request it. You will  
22 not be prejudiced if the Court grants your motion and the  
23 document is produced. If it turns out that you need additional  
24 discovery related to the document, you'll have a fair  
25 opportunity to get it.

1 MR. HANGLEY: Thank you, Your Honor. And I take it  
2 that when you say you grant leave, this is a ticket that I  
3 could use anytime. It's not necessary to be done within the  
4 next month. Frankly, I think we all agree that we would like  
5 to talk about the possibility of settling this thing, getting  
6 the damages issues resolved, et cetera, rather than have that  
7 kind of motion practice, if we can avoid it.

8 THE COURT: I think you're absolutely right, Mr.  
9 Hangley. If I didn't say it, that's what I intended. I leave  
10 it to your best professional judgment when you think it's  
11 appropriate to file the motion.

12 MR. HANGLEY: I got burned that way once, but it was  
13 not in this district.

14 THE COURT: There may be another issue in the second  
15 paragraph of your letter aside from just the production of this  
16 document. If there is, let me know.

17 MR. HANGLEY: I don't know what to say about the --

18 THE COURT: There's a reference about "other related  
19 documents," but you state that Anheuser-Busch has represented  
20 that no such documents exist.

21 MR. HANGLEY: I suspect I'm ultimately going to find  
22 out that they are all exhibits to the joint defense and  
23 confidentiality agreement.

24 UNIDENTIFIED ATTORNEY: That's --

25 THE COURT: Okay. We'll get there if we have to.

1 UNIDENTIFIED ATTORNEY: Your Honor, that's --

2 MR. HANGLEY: I was kidding when I said it.

3 UNIDENTIFIED ATTORNEY: Okay. That's -- that must --  
4 that must have been because it's April 1st, that Mr. Hangley  
5 said April Fools Day joke.

6 UNIDENTIFIED ATTORNEY: I would just point out, Your  
7 Honor, if you look at the language that Mr. Hangley quotes in  
8 the -- on the first page of his letter to the Court, he quotes  
9 the language from the import agreement that says --

10 THE COURT: You already won it.

11 UNIDENTIFIED ATTORNEY: Well --

12 THE COURT: Sit down. Next issue, Mr. Hangley.

13 MR. HANGLEY: I think the only remaining issue, Your  
14 Honor, is with respect to InBev we think we would have gotten  
15 at least the original import agreement between InBev and InBev  
16 USA to which Anheuser-Busch claims to be a successor.

17 THE COURT: Are you talking about InBev -- the  
18 foreign InBev or InBev USA?

19 MR. HANGLEY: InBev USA and InBev -- the foreign  
20 InBev had an importer relationship. Anheuser-Busch claims to  
21 be the successor.

22 THE COURT: To the foreign InBev?

23 MR. HANGLEY: To the United States InBev.

24 THE COURT: United States. Okay. So you're -- so is  
25 what you're looking for the agreement between InBev USA and

1 InBev outside this country?

2 MR. HANGLEY: Yes, and -- yes, and we also want the  
3 documentation of the exact terms of the termination. We know  
4 that Anheuser-Busch got into the driver's seat. What we don't  
5 know is the terms under which InBev USA got out. It's  
6 obviously relevant.

7 THE COURT: Okay. So the first issue for InBev is  
8 the agreement between InBev USA and the foreign InBev.

9 UNIDENTIFIED ATTORNEY: Right, and just so it's  
10 clear, we represent InBev USA. The foreign --

11 THE COURT: Correct. They're the only party in the  
12 case.

13 UNIDENTIFIED ATTORNEY: That is correct, Judge.

14 THE COURT: But obviously you would have access to  
15 the agreement. So, we don't have an issue of inaccessibility.

16 UNIDENTIFIED ATTORNEY: Yes. If there -- if there  
17 actually is a formal written agreement, yes, we would have  
18 access to that, Judge. The reason it wasn't produced, just so  
19 it's clear because there's been a couple of comments here, the  
20 documents that clearly should have been produced are the  
21 agreements between InBev USA and the various plaintiffs. We  
22 didn't actually formally produce additional copies because  
23 there's been about a hundred copies of that circulated among  
24 the parties. It clearly wasn't necessary to produce any more  
25 paper.

1 THE COURT: He's not asking for that.

2 UNIDENTIFIED ATTORNEY: I understand that, but the  
3 implication is that we didn't produce anything, Judge. Number  
4 two, what was asked for and what was agreed among the parties  
5 was documents that were relevant to the issue of fair market  
6 value. We don't believe that the relationship between InBev  
7 International and InBev USA is relevant.

8 THE COURT: Mr. Hangley, do you believe these  
9 documents are relevant in order for you to prepare a settlement  
10 demand?

11 MR. HANGLEY: Sure.

12 THE COURT: So, if the documents are relevant to the  
13 case, why can't we produce them?

14 UNIDENTIFIED ATTORNEY: I said -- I don't think they  
15 are relevant. I'm --

16 THE COURT: They're -- are they relevant to the case?  
17 You're going to have to produce them sometime in the case,  
18 right? So why not produce them now?

19 UNIDENTIFIED ATTORNEY: That's fine, Judge. I just  
20 want to make clear, I don't know that they, in fact, exist, and  
21 when counsel sent me a letter, I --

22 THE COURT: If they don't exist, you can't produce  
23 them.

24 UNIDENTIFIED ATTORNEY: Understood that, Judge.

25 THE COURT: But the defendants are urging plaintiff

1 to make a settlement demand. Plaintiffs have asked for  
2 documents that they say are relevant to their settlement  
3 demand. The documents you disagree are relevant to the  
4 settlement demand, but are unquestionably relevant to the case,  
5 and if they exist they're going to have to be produced  
6 sometime. So why not produce them sooner rather than later?

7 UNIDENTIFIED ATTORNEY: Okay. I would -- I'm not  
8 really sure what the relevance is to the case, Judge, but I --  
9 the Court has ruled, and I understand what the Court has said.

10 THE COURT: Okay. So that's the agreement -- if they  
11 exist between InBev USA and the foreign InBev. What's the  
12 other category of documents?

13 MR. HANGLEY: The other category of documents, Your  
14 Honor, was documentation describing the exact terms of the  
15 termination of the agreement that was succeeded or replaced by  
16 Anheuser-Busch.

17 UNIDENTIFIED ATTORNEY: I would make the same  
18 position, Judge, and, again, I don't know if such documents  
19 exist. If the Court wants me to do a search, which we,  
20 frankly, are doing, we will do that and we'll produce anything  
21 that's relevant.

22 THE COURT: Thank you.

23 UNIDENTIFIED ATTORNEY: I don't think it --  
24 respectfully, I don't think it's relevant, but I will concede  
25 that the Court disagrees.

1 THE COURT: Well, I think they're relevant. I think  
2 they should be produced and I think it's going to advance the  
3 ball. It also seems to me this latter category of documents  
4 may also be in the possession of Anheuser-Busch.

5 MR. HANGLEY: They may be.

6 THE COURT: If there's an agreement between  
7 Anheuser-Busch and InBev, I would assume Anheuser-Busch, as  
8 well as InBev, might have those documents.

9 UNIDENTIFIED ATTORNEY: We don't have any such  
10 documents.

11 THE COURT: There's no documents regarding the  
12 termination of the -- you're asking for the documents between  
13 Anheuser-Busch and InBev regarding the termination of the InBev  
14 - InBev agreement?

15 MR. HANGLEY: It's a -- I've asked for InBev USA's  
16 documents relating to the termination of its relationship as  
17 importer of InBev SA. Now, I am -- I believe that there very  
18 probably are documents between Anheuser-Busch and InBev SA or  
19 InBev USA that relate to that topic, and I am sure in the  
20 fullness of time we're going to have discovery directed toward  
21 that. I'd love to have them now, particularly if InBev can't  
22 -- InBev USA can't find them, but the immediate purpose in  
23 being here today was to get what InBev USA has from InBev USA

24 THE COURT: Okay. InBev, they're going to look for  
25 the documents. We'll circle back at the end of this conference

1 and get a time frame, and if they exist they're going to  
2 produce them. Does that take care of plaintiff's discovery  
3 issues?

4 MR. HANGLEY: It does.

5 THE COURT: Great. Why don't we go, then, to the  
6 defendants, and I don't know if there's a joint interest on the  
7 defendants' part, but I received a letter from Anheuser-Busch,  
8 so let's talk about Anheuser-Busch's discovery issues.

9 UNIDENTIFIED ATTORNEY: Your Honor, with the Court's  
10 permission, I'll -- I think Anheuser-Busch can handle the  
11 discovery issues. I'm not sure that InBev --

12 MR. BONVENTRE: Agree --

13 UNIDENTIFIED ATTORNEY: -- has anything separate.  
14 Your Honor, we, as Mr. Hangley mentioned, had made an initial  
15 agreement in connection with the Rule 26 statement that the  
16 parties were going to exchange gross profit, fair market value  
17 calculations for purposes of facilitating early settlement  
18 discussions.

19 THE COURT: Right.

20 UNIDENTIFIED ATTORNEY: We did so. We put all our  
21 cards on the table. We gave the plaintiffs all of our  
22 calculations, all of our formulas, so they could see in very  
23 clear black and white how we arrived at the numbers we arrived  
24 at.

25 THE COURT: Does this get to your issue about



1 Interrogatory Number 2, the fair market value of the brands at  
2 issue on the date of termination?

3 UNIDENTIFIED ATTORNEY: One and two, Your Honor. One  
4 --

5 THE COURT: So what you're asking the plaintiffs to  
6 provide at this moment is their estimate of what the fair  
7 market value is that they should have been paid, correct?

8 UNIDENTIFIED ATTORNEY: That's right, Your Honor.

9 THE COURT: I don't want to put words in plaintiffs'  
10 mouths, but we went over this at the last conference.  
11 Plaintiffs are saying that they need discovery in order to  
12 produce that information, and the plaintiffs have produced, I'm  
13 assuming, their best present estimate of the fair market value,  
14 and that's in their statement of damages. So if the plaintiffs  
15 are saying they need discovery to give you a more refined  
16 number, how can the Court compel the plaintiffs to provide that  
17 information now?

18 UNIDENTIFIED ATTORNEY: Let me answer that in two  
19 parts. One, when Mr. Hangley stood up and said the calculation  
20 of damages was, in fact, their current estimate of fair market  
21 value, that was the first we had heard that because when we  
22 spoke last week, the plaintiffs' position was that they didn't  
23 know what the fair market value calculations were. So if, in  
24 fact, the damage calculations are fair market value, then I  
25 would think it would be a relatively easy process for the pos\*

1 to put that in the form of a interrogatory answer and tell us  
2 what the fair market value is as to each of the 20 some brands  
3 that are at issue for each of the --

4 THE COURT: What should we do about the fact that the  
5 plaintiffs are saying that they can't give you their final  
6 estimate of the fair market value without additional discovery?  
7 How should we address that issue?

8 UNIDENTIFIED ATTORNEY: Well, I would address that in  
9 two parts. One, it's -- it really is a mystery I think to me  
10 as to what they need from Anheuser-Busch in order to calculate  
11 the fair market value of brands that they were distributing  
12 prior to Anheuser-Busch taking over these importation rights.

13 THE COURT: So you may disagree with them, but you  
14 don't control what plaintiff and their experts do.

15 UNIDENTIFIED ATTORNEY: I understand that. They  
16 should give us what their calculations are now.

17 THE COURT: Haven't they done that in their statement  
18 of damages?

19 UNIDENTIFIED ATTORNEY: Well, with all due respect,  
20 Your Honor, I don't believe so. They've given us a general  
21 range of numbers for I assume all of the brands, which means  
22 they -- they can break it out by brands and by plaintiffs to  
23 give us the detail that they have.

24 THE COURT: Your client has a counterclaim in the  
25 case, right?

1 UNIDENTIFIED ATTORNEY: That's correct, Your Honor.

2 THE COURT: If they said to you, how much is your  
3 counterclaim worth, could you provide that information now?

4 UNIDENTIFIED ATTORNEY: Well, I will tell you, Your  
5 Honor, we may be able to get a little farther down the road now  
6 than we did last week, but the distinction is critical here,  
7 because our counterclaim is based upon the plaintiffs'  
8 continued sales of these products after their termination,  
9 information that obviously is in their possession, custody and  
10 control and that we did not have. We have -- some of it we got  
11 yesterday, but until yesterday we didn't have any of it. Okay.

12 THE COURT: But --

13 UNIDENTIFIED ATTORNEY: So that is -- I think it's a  
14 little bit like comparing apples to oranges in that they know  
15 what the fair market value of their own brands are. I'm not  
16 saying -- and I hear what the Court's saying -- that they might  
17 further refine it and they might have an expert down the line,  
18 but they can give us a number now. You know, they answered the  
19 interrogatories saying they were giving us documents from which  
20 we could ascertain the number.

21 THE COURT: That's a different issue. That's a  
22 different issue. We'll get to that issue. Okay. But the  
23 issue now is whether the plaintiff should be ordered to provide  
24 more definiteness than they already have regarding their belief  
25 of the fair market value. Mr. Hangley, why can't the

1 plaintiffs give more specificity?

2 MR. HANGLEY: Because we don't know yet. We're doing  
3 the best we can, Your Honor. We --

4 THE COURT: Do you need more discovery to do that?

5 MR. HANGLEY: Oh, yes.

6 THE COURT: Okay. The Court's prepared to rule on  
7 this issue. The Court views this as akin to a contention  
8 interrogatory, and depending upon the nature of the question,  
9 sometimes contention interrogatories have to be answered early  
10 in a case, in the middle of the discovery process or towards  
11 the end of the discovery process, but there's no question it  
12 has to be provided.

13 In this case, it appears to the Court that the  
14 plaintiffs have given a good faith estimate of what they  
15 believe the fair market value is. That's contained in their  
16 statement of damages. Granted, it's not definite. Granted,  
17 they give ranges. But, frankly, at this stage of the case,  
18 before the plaintiffs have had an opportunity to conduct the  
19 discovery that they request, it does not appear to the Court  
20 that it's unreasonable for them to say that their range is 62  
21 million to 78 or 79 million.

22 Clearly and obviously there will come a time in the  
23 case where the plaintiffs have to put their cards on the table.  
24 That's what we're working towards. We'll get there, but I  
25 think it's premature at this point of the case to require the

1 plaintiffs at this point, before they have had an opportunity  
2 to conduct discovery, before they have had an opportunity to  
3 have their expert review that information, to require  
4 plaintiffs to give any more definiteness. Now, that's only as  
5 to the issue about whether they have to give a specific number  
6 as to the fair market value.

7           The issue that you raise that plaintiffs cannot just  
8 make a document dump and say see the documents, that's an  
9 entirely different issue. Why don't you speak to that issue,  
10 because I think you have a stronger argument that plaintiffs  
11 have to specify what documents they're relying upon in response  
12 to your interrogatory. So, let's address that issue.

13           UNIDENTIFIED ATTORNEY: Thank you, Your Honor. In  
14 the document production that we received --

15           THE COURT: How many documents were there?

16           UNIDENTIFIED ATTORNEY: That we received?

17           THE COURT: Yes.

18           UNIDENTIFIED ATTORNEY: I think there were about a  
19 thousand documents.

20           THE COURT: Okay.

21           UNIDENTIFIED ATTORNEY: Give or take.

22           THE COURT: Okay.

23           UNIDENTIFIED ATTORNEY: And a large portion of the  
24 production consisted of what I will call spreadsheets that had  
25 been taken from a native format, printed out and converted into

1 --

2 THE COURT: That's a different issue. We'll get to  
3 that issue --

4 UNIDENTIFIED ATTORNEY: I know. I -- well, the issue  
5 is we've got hundreds and hundreds of those pages. They're  
6 brands that are not at issue on those pages, and I know we're  
7 working with the plaintiffs in trying to get that information  
8 in a more user-friendly format.

9 THE COURT: Do you want the plaintiffs to specify by  
10 Bates Number the documents responsive to each of your four  
11 interrogatories?

12 UNIDENTIFIED ATTORNEY: That would certainly be  
13 helpful, Your Honor.

14 THE COURT: And why can't the plaintiffs do that if  
15 we're only talking about four interrogatories and a thousand  
16 pages? Is there any reason why that can't be done?

17 MS. MATHER: No, Your Honor --

18 THE COURT: Okay. I don't think --

19 MS. MATHER: -- and we're happy to do it.

20 THE COURT: I don't think so either. So, plaintiff  
21 will be directed to identify the specific Bates Numbers of the  
22 documents responsive to each of the four interrogatories. The  
23 last issue has to do with receiving the spreadsheets or  
24 printouts in Excel format. I'm not sure what you mean by  
25 "native format," counsel, but certainly if these documents are

1 available in that type of format I think it's perfectly  
2 reasonable that they be produced in a form that defendants can  
3 manipulate the data. Can that be worked out?

4 MS. MATHER: Well, Your Honor, what -- what our  
5 clients did is that they have sort of sophisticated inventory  
6 software, and they -- some of them run similar systems, some of  
7 them are different, and in an effort to provide as detailed a  
8 production to defendants as to what the breakups -- breakdowns  
9 of the brands were in terms of their costs, these are very  
10 detailed spreadsheets that we -- it is not possible to produce  
11 them in a native format in the sense of an electric file that  
12 you can put on the disk.

13 THE COURT: Why not?

14 MS. MATHER: I could not explain the --

15 THE COURT: Have the --

16 MS. MATHER: -- the technology to you. Now, after we  
17 spoke on -- last week and in going back to the clients, it  
18 appears -- and we are working with the defendant to convert  
19 from the information -- the inventory information that is on  
20 the systems that we printed out and have provided into an Excel  
21 spreadsheet. We are working with out clients to, in part,  
22 understand how to do that because they haven't necessarily been  
23 engaged in doing this prior to this litigation, but at the time  
24 that we were making the production, we were just trying to give  
25 --

1 THE COURT: All right.

2 MS. MATHER: -- the most --

3 THE COURT: All right.

4 MS. MATHER: -- detailed information that we had  
5 available --

6 THE COURT: That's fine.

7 MS. MATHER: -- and we are working towards --

8 THE COURT: Good.

9 MS. MATHER: -- providing them in an Excel  
10 spreadsheet.

11 THE COURT: Have the --

12 MR. HANGLEY: That's what we agreed upon the other  
13 day.

14 MS. MATHER: Yes.

15 MR. HANGLEY: Yes.

16 THE COURT: That's great. Have the technical  
17 computer people from the parties consulted about this issue?

18 MS. MATHER: Not this specific issue. We have a  
19 general agreement to have all of the most technical people who  
20 understand this speak by the end of the week.

21 THE COURT: I think that's a great idea, and that's  
22 required pursuant to 16. -- Local Rule 16.1(b), so what I'm  
23 hearing is in good faith in order to comply with the Court's  
24 deadlines you produced a hard copy of what you had. Defendants  
25 said to you, we'd like them in a more workable format. You're



1 working together with defendants to try and work out how you  
2 could you produce that, if possible, in a format that they can  
3 use. That's what I'm hearing.

4 MS. MATHER: Yes. And I sympathize -- I mean, as --  
5 they're not intuitive, but all of the information is there.

6 THE COURT: It sounds perfectly reasonable. You're  
7 trying to work it out. We'll talk about deadlines. But it  
8 sounds like the plaintiffs are working in good faith to try and  
9 give you what you want.

10 UNIDENTIFIED ATTORNEY: Your Honor, I -- that -- I  
11 think we're making progress, and that all sounds well and good.  
12 I have talked with the people at Anheuser-Busch, and if the  
13 plaintiffs are telling us that they're willing to provide us  
14 the transactional-level data in a format that we can -- we can  
15 use, I think that's -- that's all we're asking for. It's my  
16 understanding that, you know, these distribution rights are  
17 bought and sold all the time and, in fact, one of -- the  
18 largest plaintiff in the case purchased the distribution rights  
19 to most of these brands just several months before the  
20 termination, and, as part of those transactions, the technical  
21 people, I'm sure, get together and they send the information in  
22 the database to the other side in a usable format, and maybe  
23 that's what we need to do, because sometimes when the lawyers  
24 talk about these issues, we leave with one understanding and  
25 then the technical people have a completely different

1 understanding, and maybe we get on the phone, two lawyers and  
2 two technical people, and tell them exactly the format we need  
3 the information in, and as long as they're willing to provide  
4 it to us in that format, that would be terrific. That's all we  
5 need.

6 THE COURT: Well, I wasn't sure if I did this or not,  
7 but that's fine. It sounds to me you're doing exactly what  
8 you're supposed to do. As a general matter, it seems to me,  
9 given the resources of the defendants and the plaintiffs, this  
10 should be an issue that the -- sophisticated technical people  
11 can work out. I would assume this could be done. You know,  
12 the general parameters that I would -- I think you should work  
13 under is that if the plaintiffs are going to take the position  
14 that this data cannot be put in a workable format for the  
15 defendant, I think you have an uphill battle to do that, and  
16 I'm -- if that's going to be your final position, I would  
17 definitely want to hear from experts on that issue, and it just  
18 seems to me that this issue comes up all the time, and maybe  
19 you can't give them everything they want, but certainly with  
20 all the sophistication and resources you have, we can have more  
21 than a paper copy. So, that's, you know, my general direction.  
22 I think you're doing exactly what you're supposed to. I'll  
23 leave it to you to work it out.

24 The last order provided that the parties were  
25 required to confer pursuant to Local Rule 26.1. That's what

1 you're doing. So, I think the way I can help is just to give  
2 you deadlines, but, other than that, it sounds like you're  
3 doing exactly what you're supposed to do.

4 MR. HANGLEY: I think so.

5 THE COURT: Yes.

6 UNIDENTIFIED ATTORNEY: That's fine, Your Honor.  
7 Thank you.

8 THE COURT: Any other discovery issues for the  
9 defendants?

10 UNIDENTIFIED ATTORNEY: Your Honor, there is one  
11 issue, and I -- in the letter that we sent to the Court, we had  
12 identified -- there was -- one of the interrogatories dealt  
13 with gross profits. It was Interrogatory Number 1, I believe,  
14 and we reached, I believe, an agreement with the plaintiffs  
15 last week that they would provide us an answer to that  
16 interrogatory and identify the gross profits by brand with case  
17 equivalent sales going back to January 2006, and I noted that  
18 in the letter to the Court. I didn't think there was going to  
19 be an issue, but we got yesterday from the plaintiffs several  
20 charts that purported to provide some of that information, and  
21 our agreement, and I was -- I think we were very clear on this  
22 in the meet and confer -- we wanted a verified interrogatory  
23 answer on that issue, on gross profits, which it's my  
24 understanding is readily available to plaintiffs.

25 THE COURT: You're entitled to it, especially since

1 there's only four interrogatories in the case. Plaintiffs have  
2 to provide that information in an interrogatory, sworn,  
3 according to Rule 33.

4 MS. MATHER: We can do that, Your Honor.

5 THE COURT: Great.

6 MS. MATHER: It might have just been a  
7 misunderstanding. I was trying to provide it in a very usable  
8 format --

9 THE COURT: And before the conference, I assume.

10 MS. MATHER: -- given all the back and forth on the  
11 Excel spreadsheets.

12 THE COURT: Okay. That's fine. So plaintiff is  
13 going to provide it in interrogatory form.

14 UNIDENTIFIED ATTORNEY: Thank you, Your Honor.

15 THE COURT: Any other issues from the defendants?

16 UNIDENTIFIED ATTORNEY: I don't believe so, Your  
17 Honor.

18 THE COURT: Okay. Let's start with the plaintiffs.  
19 You have to supplement the answers to interrogatories. How  
20 long do you reasonably need to do that? You just give me a  
21 date.

22 MR. HANGLEY: I won't be doing the hard work, Your  
23 Honor, so I'm not going to answer your question.

24 THE COURT: Let the record reflect Mr. Hangley is  
25 looking at his very competent associate.

1 MR. HANGLEY: Why would I lie?

2 MS. MATHER: Yes. Just to be on the safe side, Your  
3 Honor, I would ask until next Monday. I don't have the --

4 THE COURT: Well, you'll get more time than that.  
5 Don't worry.

6 MS. MATHER: -- specific date.

7 THE COURT: How about the defendants? You have some  
8 work you have to do. InBev, that might require the most work  
9 from you.

10 UNIDENTIFIED ATTORNEY: Judge, could we have 30 days?

11 THE COURT: Sure, 30 days. I think that's fair. And  
12 there's nothing to stop you from doing it early. Mr. Hangley,  
13 where do we go from here? What do you need?

14 MR. HANGLEY: With respect to time or with respect --

15 THE COURT: No, with respect to the case. You're  
16 going to get your supplement. You're going to get your  
17 documents. You may or may not file your motion. They're  
18 waiting --

19 MR. HANGLEY: I think when we get the InBev  
20 documents, when we complete this discovery, I think it's time  
21 for us to sit down and set up the negotiation that we talked  
22 about setting up among ourselves.

23 THE COURT: Okay. So let's say everybody supplements  
24 within 30 days. Let's say we take it to May 1st. How long  
25 will it take you to prepare a written settlement demand to the

1 defendants?

2 MR. HANGLEY: Two weeks after that.

3 THE COURT: Defendants, what's the next step after  
4 that?

5 UNIDENTIFIED ATTORNEY: Well, the next step after  
6 that, assuming we have all the data, is to try to sit down and  
7 work out and see if we can figure out exactly how it was  
8 calculated. Our objective, Your Honor, on this fair market  
9 value, and I stress what we're talking about here is the fair  
10 market value issue, is to -- is to -- we came up with it a  
11 certain way, and that's why we're saying we want to have the  
12 data on gross profits, because that's the way it's done. We  
13 want to know whether we have the right gross profit information  
14 --

15 THE COURT: You're going to get it.

16 UNIDENTIFIED ATTORNEY: -- and all of that stuff. So  
17 we'll get it and we'll check it, and then we'll get Mr.  
18 Hangley's demand letter, and then I think that what needs to  
19 happen is the parties need to sit down and talk about it, and  
20 they need to do it --

21 THE COURT: I think that's a good idea.

22 UNIDENTIFIED ATTORNEY: Now, the question is, do we  
23 want to do it with or without either -- I don't want to be  
24 presumptuous -- either Your Honor's assistance or do we want to  
25 do it with or without the assistance of perhaps some retired

1 Judge or some mediator that can help to get this focused so we  
2 can get realistic about trying to resolve this.

3 THE COURT: I think you're right on -- right on  
4 point. What I was thinking of is this, that assuming you get  
5 plaintiffs' settlement demand by May 15th or thereabouts, you  
6 obviously need a couple of weeks to review it, talk to your  
7 clients about it and maybe have some discussions with  
8 plaintiffs about it. Then what I -- I'll do is early June I'll  
9 set up a conference call with counsel, and what I'd like to  
10 address at that call is whether the parties believe they still  
11 have enough information to realistically talk settlement and  
12 what direction you would like to go. If you want to use the  
13 resources of the Court, I'll make my time available, but it  
14 clearly cannot be as much time as you would have from a private  
15 mediator. If you want to go with a private mediator, that's  
16 perfectly fine with me. You can discuss amongst yourselves who  
17 you want to use. And I have absolutely no problem staying the  
18 litigation, if that's what the parties want to do, pending the  
19 results of your mediation. If it works, great. If it doesn't,  
20 we'll be back here and we'll get a schedule. You won't be  
21 prejudiced by any short delay in the mediation.

22 So, why don't we talk in early June about where you  
23 are on the settlement front. Do you want to have a settlement  
24 conference, do you want to engage the services of a mediator,  
25 what the status is of your discussions about an acceptable

1 mediator and issues like that.

2 UNIDENTIFIED ATTORNEY: Your Honor, if I may, I'll  
3 only make one suggestion, and I agree with the Court a hundred  
4 percent. I currently have a jury trial scheduled to begin in  
5 Federal Court in Wilmington on June 2nd, and so if there was  
6 any way that we could schedule this telephone conference call  
7 before that, I would like to --

8 THE COURT: No problem at all.

9 UNIDENTIFIED ATTORNEY: -- I would like to  
10 participate.

11 THE COURT: Happy to do it.

12 UNIDENTIFIED ATTORNEY: If not, I would like to be  
13 excused --

14 THE COURT: Okay.

15 UNIDENTIFIED ATTORNEY: -- assuming I'm in trial.

16 THE COURT: No problem at all. We'll do it in the  
17 last week of May. You don't have any problem with that, Mr.  
18 Hangley, do you?

19 MR. HANGLEY: I do not.

20 THE COURT: No problem at all.

21 UNIDENTIFIED ATTORNEY: Thank you, Your Honor.

22 THE COURT: How long will that trial take?

23 UNIDENTIFIED ATTORNEY: It's -- this is a Section 2  
24 Sherman Act Claim, a monopolization case, and it is -- that  
25 issue is now before the Court. It's -- it -- but we are



1 looking at a trial that is either going to be two or three  
2 weeks long.

3 THE COURT: Okay. No problem at all.

4 UNIDENTIFIED ATTORNEY: This is not one of those  
5 months and months and months.

6 THE COURT: No problem at all. We'll accommodate  
7 your schedule, like anyone's schedule.

8 UNIDENTIFIED ATTORNEY: Thank you, Your Honor.

9 THE COURT: I think we're proceeding very  
10 appropriately in the case, not surprising given the caliber of  
11 the lawyers in the case. Where we are is that the parties, and  
12 I'll put this in an order, are going to supplement their  
13 discovery in accordance with the Court's rulings today. You  
14 can order a copy of the transcript, if you'd like. Plaintiffs'  
15 written settlement demand by May 15th. Late May we'll have a  
16 conference call, talk about if you need any more information  
17 for settlement purposes and whether you want to have a  
18 settlement conference or go to mediation. Mr. Hangle, if it  
19 turns out that you need more time to prepare the settlement  
20 demand, I think it's better to have a -- rather than rushing to  
21 do it, if you find you need more time, your expert needs more  
22 time, just work out a schedule with defense counsel, submit it  
23 to the Court, and that's perfectly fine with the Court. I  
24 assume you have as much interest as anyone to try and settle  
25 this case, so you'll work with all due diligence. So --

1 MR. HANGLEY: You said that just as I was standing  
2 here saying to myself, I hope I asked for enough time.

3 THE COURT: If you don't have enough time --

4 MR. HANGLEY: You're a mind reader, Judge.

5 THE COURT: -- just agree with defense counsel on a  
6 reasonable schedule, submit a letter to the Court. There's  
7 absolutely no problem. We'll talk in June after the trial. I  
8 think we're making great progress on a complicated case, so  
9 we'll work this out.

10 MR. HANGLEY: Thank you, Your Honor.

11 THE COURT: No problem at all.

12 MR. HANGLEY: Your Honor, I have a hard copy, a paper  
13 copy, of what we faxed you yesterday, the letter. I suppose it  
14 ought to be given to you --

15 THE COURT: Sure. Thank you. Okay, counsel, any  
16 other issues we need to address on this case?

17 UNIDENTIFIED ATTORNEY: No, Your Honor.

18 THE COURT: Okay. We're adjourned. Does anyone have  
19 an objection if I talk to --

20 \* \* \* \* \*

21

22

23

24

25

C E R T I F I C A T I O N

I, DENISE M. O'DONNELL, court approved transcriber, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, and to the best of my ability.

Denise M. O'Donnell

DATE: April 24, 2008

DENISE M. O'DONNELL

J&J COURT TRANSCRIBERS, INC.

J&J COURT TRANSCRIBERS, INC.



## Warren Distributing, et al. vs. Anheuser-Busch, et al. -- Privilege Log

REDACTED PAGE NUMBER	DOC DATE	AUTHOR	ADDRESSEES	COPIES	DESCRIPTION	DEFENSE
	11/7/2006	PEACOCK-D	SHORT-T KRUGER-F, ESQ. SANTEL-T		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/22/2006	PEACOCK-D	BUSCH-A BOBAK-M, ESQ.		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/22/2006	PEACOCK-D	BUSCH-A BOBAK-M, ESQ.		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/23/2006	CHALMERS-S, ESQ.	BOBAK-M, ESQ.		EMAIL REFLECTING LEGAL ADVICE AND STRATEGY FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/25/2006	PEACOCK-D	CHALMERS-S, ESQ.		EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/28/2006	PEACOCK-D	CORBETT-D CHALMERS-S, ESQ.		EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/28/2006	PEACOCK-D	CORBETT-D CHALMERS-S, ESQ. DANKENBRINK-D WILLIAMS-B BRICKEY-J		EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/28/2006	PEACOCK-D	CHALMERS-S, ESQ. VOGT-T BOBAK-M, ESQ.		EMAIL REFLECTING LEGAL ADVICE OF COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	PEACOCK-D	CHALMERS-S, ESQ.	KRUGER-F, ESQ. BOBAK-M, ESQ.	EMAIL TO COUNSEL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	PEACOCK-D	CHALMERS-S, ESQ. KRUGER-F, ESQ. BOBAK-M, ESQ.	MARLER-S	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT AMENDMENT REFLECTING CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	12/15/2006	PEACOCK-D	CORBETT-D VOGT-T WILLIAMS-B ZELNO-J		EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/7/2006	SANTEL-T	BOBAK-M, ESQ. PEACOCK-D	KELLEY-J, ESQ. KRUGER-F, ESQ.	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE	ATTORNEY CLIENT
	11/7/2006	BOBAK-M, ESQ.	KRUGER-F, ESQ. PEACOCK-D		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE	ATTORNEY CLIENT
	11/7/2006	KRUGER-F, ESQ.	PEACOCK-D SANTEL-T BOBAK-M, ESQ.	KELLEY-J, ESQ.	EMAIL AND ATTACHED DRAFT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/7/2006	KRUGER-F, ESQ.	PEACOCK-D BOBAK-M, ESQ.		EMAIL AND ATTACHED DRAFT PRESENTATION CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE	ATTORNEY CLIENT
	11/8/2006	KRUGER-F, ESQ.	SANTEL-T BOBAK-M, ESQ. PEACOCK-D	KELLEY-J, ESQ. SHORT-T	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/13/2006	MURRAY-M, ESQ.	BOBAK-M, ESQ. PEACOCK-D	KRUGER-F, ESQ. SMITH-L, ESQ. VOELKERDING-R MARLER-S	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/16/2006	VOELKERDING-R	PEACOCK-D KRUGER-F, ESQ. ENGLISH-D		EMAIL AND ATTACHED DRAFT LETTER CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/22/2006	BOBAK-M, ESQ.	BUSCH-A PEACOCK-D		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE	ATTORNEY CLIENT
	11/22/2006	KRUGER-F, ESQ.	CHALMERS-S, ESQ.	BOBAK-M, ESQ. PEACOCK-D BUSCH-A	EMAIL AND ATTACHED DRAFT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/24/2006	CHALMERS-S, ESQ.	PEACOCK-D BOBAK-M, ESQ.	CHALMERS-S, ESQ. ALMEIDA-D	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	VOGT-T	PEACOCK-D BRICKEY-J ROSS-R, ESQ.		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	BRICKEY-J	PEACOCK-D ROSS-R, ESQ. VOGT-T		EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	ROSS-R, ESQ.	PEACOCK-D VOGT-T BRICKEY-J		EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL AS LEGAL DEPARTMENT REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	BRICKEY-J	PEACOCK-D	ROSS-R, ESQ. VOGT-T	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEVAB TRANSACTION	ATTORNEY CLIENT
	11/29/2006	CHALMERS-S, ESQ.	PEACOCK-D	BOBAK-M, ESQ. KRUGER-F, ESQ. SUMMERS-E, ESQ. MARKATOS-D, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE OF PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT JOINT DEFENSE
	11/29/2006	KRUGER-F, ESQ.	PEACOCK-D CHALMERS-S, ESQ.	BOBAK-M, ESQ.	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING CONTRACT LANGUAGE OF PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT JOINT DEFENSE

## Warren Distributing, et al. vs. Anheuser-Busch, et al. -- Privilege Log

	11/29/2006	VOGT-T	MASSEY-D	BOBAK-M, ESQ. KATZ-F PEACOCK-D SHORT-T BRICKEY-J TEDFORD-R	EMAIL AND ATTACHED DRAFT PRESS RELEASE REFLECTING LEGAL ADVICE FROM COUNSEL REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT
	12/5/2006	WENGER-D	BOBAK-M, ESQ. PEACOCK-D MASSEY-D	BROWN-J VOELKERDING-R MARLER-S TEDFORD-R	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT
	12/5/2006	KRUGER-F, ESQ.	BOBAK-M, ESQ. BARNES-L, ESQ.	FLICK-S, ESQ. PEACOCK-D LARSON-T, ESQ. SHORT-T	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT AMENDMENT CONTAINING LEGAL ADVICE BY COUNSEL REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT
	12/7/2006	CHALMERS-S, ESQ.	KRUGER-F, ESQ.	BOBAK-M, ESQ. PEACOCK-D BARNES-L, ESQ. MARKATOS-D, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING IMPORT AGREEMENT AMENDMENT	ATTORNEY CLIENT JOINT DEFENSE
	11/21/2006	KRUGER-F, ESQ.	CHALMERS-S, ESQ.	BOBAK-M, ESQ. PEACOCK-D	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
	11/22/2006	KRUGER-F, ESQ.	CHALMERS-S, ESQ.	BOBAK-M, ESQ. PEACOCK-D BUSCH-A	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT JOINT DEFENSE
	11/28/2006	VOGT-T	BOBAK-M, ESQ. PEACOCK-D KRUGER-F, ESQ. WILLIAMS-B CHALMERS-S, ESQ.	KATZ-F VOGT-T	EMAIL AND ATTACHED DRAFT PRESS RELEASE SEEKING LEGAL ADVICE TO COUNSEL REGARDING DRAFT PRESS RELEASE	ATTORNEY CLIENT JOINT DEFENSE
	12/6/2006	KRUGER-F, ESQ.	CHALMERS-S, ESQ.	BOBAK-M, ESQ. PEACOCK-D BARNES-L, ESQ.	EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT AMENDMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT AMENDMENT	ATTORNEY CLIENT JOINT DEFENSE
	12/12/2006	BARNES-L, ESQ.	PEACOCK-D SHORT-T GLICK-J FICHTER-D LAGRAND-B	BOBAK-M, ESQ. JEDLICKA-J, ESQ. KOLDITZ-D, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT
	12/21/2006	BOBAK-M, ESQ.	PEACOCK-D	BARNES-L, ESQ.	EMAIL REQUESTING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE FROM COUNSEL REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT
	1/19/2007	BARNES-L, ESQ.	PEACOCK-D SHORT-T GLICK-J	BOBAK-M, ESQ. JEDLICKA-J, ESQ. KOLDITZ-D, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING WHOLESALER LICENSING ISSUES	ATTORNEY CLIENT
	1/19/2007	BOBAK-M, ESQ.	PEACOCK-D SHORT-T GLICK-J BARNES-L, ESQ.	JEDLICKA-J, ESQ. KOLDITZ-D, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING WHOLESALER LICENSING ISSUES	ATTORNEY CLIENT
	3/1/2007	BOBAK-M, ESQ.	PEACOCK-D		EMAIL CONTAINING LEGAL ADVICE OF COUNSEL REGARDING IMPORT AGREEMENT CONTRACT LANGUAGE	ATTORNEY CLIENT
	12/15/2006	PEACOCK-D	CORBETT-D WILLIAMS-B ZELNO-J	KOLDITZ-D, ESQ.	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING WHOLESALER LICENSING ISSUES	ATTORNEY CLIENT
	12/15/2006	KOLDITZ-D, ESQ.	VOGT-T PEACOCK-D CORBETT-D WILLIAMS-B ZELNO-J KRUGER-F, ESQ. BARNES-L, ESQ.	JEDLICKA-J, ESQ.	EMAIL CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING WHOLESALER LICENSING ISSUES	ATTORNEY CLIENT
	10/27/2006	KRUGER-F, ESQ.	BOBAK-M, ESQ. RUTLEDGE-G, ESQ. POWERS-P, ESQ. SHORT-T		EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT
	10/29/2006	KRUGER-F, ESQ.	BOBAK-M, ESQ. RUTLEDGE-G, ESQ. POWERS-P, ESQ. SHORT-T		EMAIL AND ATTACHED DRAFT DISTRIBUTION AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED CONTRACT LANGUAGE	ATTORNEY CLIENT
	11/22/2006	DEMSKY-H	KRUGER-F, ESQ. SHORT-T	SANTEL-T	EMAIL PROVIDING CONFIDENTIAL INFORMATION FOR THE PURPOSE OF RENDERING LEGAL ADVICE TO COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT
	10/23/2006	KRUGER-F, ESQ.	SHORT-T		EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT AMENDMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT
	11/22/2006	KRUGER-F, ESQ.	SHORT-T		EMAIL AND ATTACHED DRAFT IMPORT AGREEMENT CONTAINING LEGAL ADVICE FROM COUNSEL REGARDING PROPOSED IMPORT AGREEMENT	ATTORNEY CLIENT
AB-W01725 AB-W01729 AB-W01734	11/00/2006 9/27/2006	JOLLY-L, ESQ.	PEACOCK-D SHORT-T		CHART CONTAINING LEGAL STRATEGY AND ADVICE OF COUNSEL REGARDING PROPOSED AB/INBEV TRANSACTION  PRESENTATION REFLECTING LEGAL STRATEGY OF COUNSEL AND PREPARED IN ANTICIPATION OF LITIGATION REGARDING LEGACY CONTRACT ISSUES FOR PROPOSED INBEV TRANSACTION	ATTORNEY CLIENT ATTORNEY CLIENT; WORK PRODUCT
AB-W01748	12/8/2006		SHORT-T		PRESENTATION REFLECTING LEGAL STRATEGY OF COUNSEL REGARDING LITIGATION AND TRANSITION ISSUES	ATTORNEY CLIENT; JOINT DEFENSE
AB-W01797	11/1/2006		SHORT-T		PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL (ANHEUSER-BUSCH LEGAL DEPARTMENT) REGARDING DISTRIBUTION RIGHTS AFTER INBEV TRANSACTION	ATTORNEY CLIENT

## Warren Distributing, et al. vs. Anheuser-Busch, et al. -- Privilege Log

AB-W01837 AB-W01869 AB-W01870	10/13/2006		PEACOCK-D		PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL (ANHEUSER-BUSCH LEGAL DEPARTMENT) REGARDING WHOLESALER TRANSITION AND LITIGATION	ATTORNEY CLIENT; WORK PRODUCT
AB-W01899 AB-W01913	10/13/2006		PEACOCK-D		PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL (ANHEUSER-BUSCH LEGAL DEPARTMENT) REGARDING WHOLESALER TRANSITION AND LITIGATION	ATTORNEY CLIENT; WORK PRODUCT
AB-W02212	12/8/2006		PEACOCK-D		PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL (INBEV LEGAL DEPARTMENT) REGARDING INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01440 AB-W01449 AB-W01459	1/18/2007	WILLIAMSON-M	WILLIAMSON-M DANKLEF-D CHRISTANELL-C MARS-D FEEHAN-K SHORT-T GOLDSTEIN-G BRICKEY-J VOGT-T HARRIS-M GLICK-J AUSTIN-S WILSON-T BARNES-L, ESQ. TEMME-J CHESNUT-J	MANTIA-S BOISSELLE-T MARLER-S	ATTACHED PRESENTATION CONTAINING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT
AB-W01497 AB-W01506 AB-W01512 AB-W01513 AB-W01516	1/28/2007	AUSTIN-S WILLIAMSON-M	DANKLEF-D CHRISTANELL-C MARS-D FEEHAN-K SHORT-T GOLDSTEIN-G BRICKLEY-J VOGT-T HARRIS-M GLICK-J AUSTIN-S WILSON-T BARNES-L, ESQ. TEMME-J CHESNUT-J		ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01536 AB-W01547 AB-W01554 AB-W01555 AB-W01558	2/22/2007	HOUSE-K	DANKLEF-D CHRISTANELL-C MARS-D FEEHAN-K SHORT-T GOLDSTEIN-G HICKEY-C VOGT-T HARRIS-M GLICK-J AUSTIN-S WILSON-T BARNES-L, ESQ. TEMME-J CHESNUT-J		ATTACHED PRESENTATION CONTAINING AND REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01605 AB-W01636	10/25/2006		SHORT-T		ATTACHED PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL REGARDING IMPLEMENTATION OF PROPOSED INBEV/AB TRANSACTION	ATTORNEY CLIENT
AB-W01656 AB-W01658 AB-W01666 AB-W01675	2/22/2007	HOUSE-K	DANKLEF-D CHRISTANELL-C MARS-D SHORT-T FEEHAN-K GOLDSTEIN-G HICKEY-C VOGT-T HARRIS-M GLICK-J AUSTIN-S WILSON-T BARNES-L, ESQ. TEMME-J CHESNUT-J	MANTIA-S BOISSELLE-T DOWDY-P	ATTACHED PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00754 AB-W00755 AB-W00756 AB-W00757	1/27/2007	PEACOCK-D	OWENS-M CORBETT-D WILSON-T		ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00904 AB-W00905 AB-W00906 AB-W00907	1/27/2007	PEACOCK-D	OWENS-M CORBETT-D WILSON-T		ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00960	11/24/2006	BRITO-C	BUSCH-A	CHALMERS-S, ESQ.	EMAIL REFLECTING LEGAL ADVICE OF COUNSEL REGARDING PROPOSED INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00961	11/24/2006	BUSCH-A	BRITO-C	PEACOCK-D BOBAK-M, ESQ.	EMAIL REFLECTING LEGAL ADVICE OF COUNSEL REGARDING PROPOSED INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00978	11/28/2006	PEACOCK-D	CORBETT-D CHALMERS-S, ESQ.		EMAIL REFLECTING ATTORNEY-CLIENT COMMUNICATION AND LEGAL ADVICE OF COUNSEL REGARDING PROPOSED INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W00996	12/5/2006	DANKLEF-D	PEACOCK-D	LEVY-K	ATTACHED DRAFT AGENDA REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT
AB-W01013 AB-W01014	11/28/2006	CHALMERS-S, ESQ.	BOBAK-M, ESQ.	CHALMERS-S, ESQ.	EMAIL REFLECTING LEGAL ADVICE OF COUNSEL REGARDING PROPOSED INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01036	12/8/2006	CORBETT-D	PEACOCK-D		ATTACHED DRAFT PRESENTATION REFLECTING LEGAL ADVICE OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE

## Warren Distributing, et al. vs. Anheuser-Busch, et al. -- Privilege Log

AB-W01073	12/11/2006	CASTELLANO-J	FILAS-M	BRICKLEY-J PEACOCK-D	ATTACHED DRAFT PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01152	12/21/2006	MCDONALD-L	MCDONALD-L PEACOCK-D CAHILLANE-S SILEO-R MARLER-S DANKENBRINK-D BRICKEY-J NEAR-T RANDALL-D HARRIS-M BIRCH-D HICKINGBOTTOM-S THORNE-L TEMME-J HIGGINS-S HICKEY-C CASS-R PANUCCI-M WILLIAMS-C LOZADO-P VAN WEES-D POLLEY-F GIARDINA-A MEYRER-R DANKLEF-D CHRISTANELL-C DEKEON-C SHORT-T AUSTIN-S KEEL-M MARKATOS-D, ESQ. BARNES-L, ESQ.		ATTACHED PRESENTATION REFLECTING ATTORNEY-CLIENT COMMUNICATION AND LEGAL ADVICE OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01179 AB-W01184	1/3/2007	MCDONALD-L	CORBETT-D CAHILLANE-S PANUCCI-M HEFFELFINGER-D BIRCH-D HICKINGBOTTOM-S VAN WEES-D HIGGINS-S CASS-R SILEO-R WILLIAMS-C LOZADO-P DANKENBRINK-D DEKEON-C MARKATOS-D NEAR-T HICKEY-C MARLER-S PEACOCK-D SHANAHAN-J		ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01198 AB-W01209 AB-W01218	2/2/2007	SILEO-R	MARLER-S CHESNUT-J PEACOCK-D HARRIS-M TEMME-J HOUSE-K WILLIAMSON-M WILLIAMS-B BIRCH-D DANKENBRINK-D HIGGINS-S LOZADO-P MARKATOS-D, ESQ. SHANAHAN-J THORNE-L VAN WEES-D	WILLIAMS-C CORBETT-D DEGELIN-L DEKEON-C HEFFELFINGER-D HICKEY-C MCDONALD-L MEYRER-R MINOR-K MUCHONEY-R PANUCCI-M SILEO-R WALKER-T	ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01245 AB-W01255 AB-W01264	2/9/2007	SILEO-R	MARLER-S CHESNUT-J PEACOCK-D HARRIS-M TEMME-J HOUSE-K WILLIAMSON-M WILLIAMS-B BIRCH-D DANKENBRINK-D HIGGINS-S LOZADO-P MARKATOS-D SHANAHAN-J THORNE-L VAN WEES-D	WILLIAMS-C CORBETT-D DEGELIN-L DEKEON-C HEFFELFINGER-D HICKEY-C MCDONALD-L MEYRER-R MINOR-K MUCHONEY-R PANUCCI-M SILEO-R WALKER-T	ATTACHED PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01304	12/8/2006	CORBETT-D	PEACOCK-D MCDONALD-L		ATTACHED DRAFT PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE
AB-W01335	12/11/2006	CORBETT-D	PEACOCK-D	MCDONALD-L	ATTACHED DRAFT PRESENTATION REFLECTING LEGAL ADVICE AND STRATEGY OF COUNSEL REGARDING IMPLEMENTATION OF INBEV/AB TRANSACTION	ATTORNEY CLIENT JOINT DEFENSE